would last, which is *Held,* admissible. *Prescott* v. *Puget Sound, Bridge & Dredging Company* (1905), — Wash. —, 82 Pac. Rep. 606.

Such a contract, though oral, is not void as within the Statute of Frauds, because to render it void its very terms must show it was not to be completed within the year. *Kien* v. *Shaeffing,* 33 Neb. 21; *Hinkle* v. *Fisher,* 104 Ind. 84; *Somerby* v. *Buntin,* 118 Mass. 279; *Chaffe & Sons* v. *Benoit,* 60 Miss. 34; *Walker* v. *Johnson,* 96 U. S. 424. The court held that this was a contract for a definite period, because it could be shown how long the work at Manila would last, and said that "contracts are not indefinite nor terminable at will, because the precise number of days, months, or years that the service is to continue is not specified." *McMullan* v. *Dickinson Co.,* 63 Minn. 405; *Bolles* v. *Sachs,* 37 Minn. 315; *The Pennsylvania Co.* v. *Dolan,* 6 Ind. App 119; *Carter White Lead Co.* v. *Kinlin,* 47 Neb. 409; *Carnig* v. *Carr,* 167 Mass. 544, and note in 35 L. R. A. 512; *Hobbs* v. *Brush Electric Light Co.,* 75 Mich. 550. MOUNT, C.J., and HADLEY, J., dissented. A general and indefinite hiring is prima facie a hiring at will, though the servant is to be paid by the day, week, month or year as the case may be. *De Briar* v. *Minturn,* 1 Cal. 450; *Tatterson* v. *Suffolk Mfg. Co.,* 106 Mass. 56; *Franklin Mining Co.* v. *Harris,* 24 Mich. 115; *Haney* v. *Caldwell,* 35 Ark. 156; *Orr* v. *Ward,* 73 Ill. 318. The English rule that a general hiring shall be taken as a hiring for a year is not adopted in this country. *Kansas Pacific Ry. Co.* v. *Roberson,* 3 Col. 142; WOOD, MASTER AND SERVANT (1st Ed.) § 134. Therefore, if the term of this contract was not indefinite, it was definite only for one month, by reason of the fact that it was employment by the month for an indefinite time. *San Antonio Ry. Co.* v. *Sale* (Tex. Civ. App.), 31 S. W. Rep. 325. However, some cases make this contract indefinite; e. g., a contract at a fixed *per diem* until a certain factory is completed was held, in *Speeder Cycle Co.* v. *Teeter,* 18 Ind. App. 474, terminable at election, because no time was fixed for the completion of the factory. See *Baldwin* v. *Kansas City, etc., Ry. Co.,* 111 Ala. 515; *Lord* v. *Goldberg,* 81 Cal. 596; *Christensen* v. *Pacific Coast Borax Co.,* 26 Or. 302. But the weight of authority supports the prevailing opinion.

MASTER AND SERVANT—EMPLOYERS' LIABILITY ACT—ASSUMED RISK.—Where a statute requires the master to safeguard dangerous machinery, he cannot invoke the doctrine of assumed risk against a servant injured by unguarded machinery. *Hoveland* v. *Hall Bros. Marine Ry. & Shipbuilding Co.* (1905), — Wash. —, 82 Pac. Rep. 1090.

The case of *Daffron* v. *Majestic Laundry Co.* (1905), — Wash. —, 82 Pac. 1089, which was decided a few days before the principal case, is somewhat similar in its facts. In the *Daffron* case, a guard had actually been provided and the question was as to its sufficiency. The court held that the defendant might set up the defense of assumed risk since it did not affirmatively appear that the guard was inadequate. In the *Hoveland* case, no attempt whatever was made to comply with the statute. There is a great lack of harmony in the decisions as to the effect of these Employers' Liability Acts on the common law doctrine of assumed risk. The question is discussed and a number of cases supporting both sides of the controversy collected in 4 MICH. LAW REVIEW 165.